

# Request for Proposal 08-X-39915

## For: Fresh Dairy Products- Delivery Zones MultiYear- Tied to the Producer Price Index

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	02/05/08	5:00 PM
<b>Mandatory Pre-bid Conference</b>	N/A	N/A
<b>Mandatory Site Visit</b>	N/A	N/A
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	02/15/08	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<b>Small Business Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.2.2</a> for more information.)	<b>Status</b> <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	<b>Category</b> <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III
---	--	--

RFP Issued By

Various Agencies

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230

State of New Jersey  
Cooperative Purchasing Members

Date: January 16, 2008

## Table of Contents

<b>1.0 INFORMATION FOR BIDDERS.....</b>	<b>4</b>
1.1 PURPOSE AND INTENT .....	4
1.2 BACKGROUND.....	4
1.3 KEY EVENTS .....	4
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD .....	4
1.3.2 SUBMISSION OF BID PROPOSAL .....	5
1.4 ADDITIONAL INFORMATION .....	5
1.4.1 ADDENDA: REVISIONS TO THIS RFP .....	5
1.4.2 BIDDER RESPONSIBILITY .....	5
1.4.3 COST LIABILITY .....	6
1.4.4 CONTENTS OF BID PROPOSAL .....	6
1.4.5 PRICE ALTERATION.....	6
1.4.6 BID ERRORS.....	6
1.4.7 JOINT VENTURE.....	7
<b>2.0 DEFINITIONS .....</b>	<b>7</b>
2.1 GENERAL DEFINITIONS.....	7
2.2 CONTRACT SPECIFIC DEFINITIONS .....	8
<b>3.0 COMMODITY DESCRIPTION/SCOPE OF WORK .....</b>	<b>11</b>
3.1 GENERAL REQUIREMENTS .....	11
3.1.1 PRODUCT PROCESSING.....	12
3.2 VENDORS' TRANSPORT REQUIREMENTS .....	12
3.2.1 TEMPERATURE CONTROL.....	12
3.3 STATE USING AGENCIES: SITES AND SERVICE REQUIREMENTS .....	13
3.4 NORTH ZONE STATE AGENCIES.....	14
3.5 CENTRAL ZONE STATE AGENCIES.....	15
3.6 SOUTH ZONE STATE AGENCIES.....	17
3.7 PRODUCT QUALITY .....	18
3.7.1 GENERAL .....	18
3.7.2 MANUFACTURER'S/DISTRIBUTOR'S NOTES .....	19
3.7.3 NUTRITIONAL INFORMATION .....	19
3.8 STANDARDIZED PACKAGING REQUIREMENTS .....	19
3.8.1 PACKAGING OBLIGATIONS.....	19
3.8.2 PACKING REQUIREMENTS .....	20
3.9 QUALITY CONTROL & CONTAMINANTS .....	20
3.9.1 SOURCING OF RAW MATERIALS & INGREDIENTS .....	21
3.9.2 FOOD BORNE PATHOGEN/AGENT NOTIFICATION .....	21
3.10 PROOF OF DELIVERY .....	21
3.11 SECOND YEAR (YEAR-TWO) CONTRACT PRICING.....	21
3.12 THIRD YEAR (YEAR-THREE) CONTRACT PRICING .....	22
3.13 "PRICING REVIEW" SUBMISSION SUMMARY TABLE.....	23
3.13.1 CALCULATION EXAMPLES FOR PRICING REVIEW & ADJUSTMENT REQUESTS.....	23
3.13.2 CALCULATIONS & ADJUSTMENT REQUESTS FOR CONTRACT EXTENSIONS.....	23
3.14 PRODUCER PRICE INDEX: PRODUCT CHART .....	24
<b>4.0 BID PROPOSAL PREPARATION AND SUBMISSION.....</b>	<b>24</b>
4.1 GENERAL .....	24
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION.....	24
4.3 NUMBER OF BID PROPOSAL COPIES.....	24
4.4 BID PROPOSAL CONTENT .....	25
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL .....	25
4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL .....	25
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.....	26
4.4.4 SUBMITTALS.....	26

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER .....	26
4.4.6 PRICING .....	27
4.4.7 COOPERATIVE PURCHASING .....	27
4.4.8 METHOD OF BIDDING/PRICE SHEETING INSTRUCTION .....	27
<b>5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS .....</b>	<b>28</b>
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS .....	28
5.2 CONTRACT TERM AND EXTENSION OPTION .....	28
5.3 CONTRACT TRANSITION .....	28
5.4 CONTRACT AMENDMENT .....	28
5.5 CONTRACTOR'S WARRANTY .....	29
5.6 ITEMS ORDERED AND DELIVERED .....	29
5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS .....	29
5.8 MANUFACTURING/PACKAGING REQUIREMENTS .....	29
5.9 CLAIMS .....	30
5.10 CONTRACT ACTIVITY REPORT .....	30
5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT .....	30
<b>6.0 PROPOSAL EVALUATION .....</b>	<b>31</b>
6.1 EVALUATION CRITERIA .....	31
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL .....	31
6.3 BID DISCREPANCIES .....	32
<b>7.0 CONTRACT AWARD .....</b>	<b>32</b>
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD .....	32
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134) .....	32
7.2 FINAL CONTRACT AWARD .....	34
7.3 INSURANCE CERTIFICATES .....	34
<b>8.0 CONTRACT ADMINISTRATION .....</b>	<b>34</b>
8.1 CONTRACT MANAGER .....	34
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES .....	34
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER .....	35
<b>APPENDIX 3.11 .....</b>	<b>36</b>
<b>APPENDIX 3.12 .....</b>	<b>37</b>
<b>ADDENDUM 01 .....</b>	<b>38</b>
<b>ADDENDUM 02 .....</b>	<b>42</b>

## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of various Using Agencies and the Cooperative Purchasing Members, statewide. The purpose of this RFP is to solicit bid proposals for Fresh Dairy Products–Delivery Zones; Multi Year- Tied to the Producer Price Index.

The intent of this RFP is to award a contract for each of three zones, North Central and South to the responsible bidder(s) whose bid proposal, conforming to this RFP is/are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

### **1.2 BACKGROUND**

This is a reprourement of the FOODS: Milk, Juices and Other Dairy Products, Fresh, Various Agencies term contract, presently due to expire on March 31, 2008. Bidders who are interested in the current contract specifications and pricing information may review the current contract **T0032** at <http://www.state.nj.us/treasury/purchase/contracts.htm>. Dairy based products are on this contract, all non-dairy beverages have been removed from this contract.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

### **1.3.2 SUBMISSION OF BID PROPOSAL**

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR  
PURCHASE BUREAU  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:  
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

### **1.4 ADDITIONAL INFORMATION**

#### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml).

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

#### **1.4.2 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

#### **1.4.3 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

#### **1.4.4 CONTENTS OF BID PROPOSAL**

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

#### **1.4.5 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

#### **1.4.6 BID ERRORS**

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the

proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury  
Purchase Bureau, PO Box 230  
33 West State Street – 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0230  
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

#### **1.4.7 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

### **2.0 DEFINITIONS**

#### **2.1 GENERAL DEFINITIONS**

The following definitions will be part of any contract awarded or order placed as result of this RFP.

**Addendum** - Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

**Bidder** – A vendor submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

**May** - Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

**Shall or Must** - Denotes that which is a mandatory requirement.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of New Jersey

**Using Agency[ies]**- The entity[ies] for which the Division has issued this RFP.

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

**AOAC Methods of Analysis**- one of the three methods validation programs promulgated by the Association of Analytical Communities (AOAC). Go to <http://www.aoac.org> for additional information.

**AMS**- Agricultural Marketing Service, part of the USDA.

**A.R.O.**- After Receipt of Order

**ASTM**- American Society for Testing and Materials standards available at: [www.astm.org](http://www.astm.org).

**Bacillus cereus**- Food poisoning associated with diarrhea and vomiting toxins.

**“Bidder’s Suggested Brand/Label”**- the State is requesting that the Bidder provide a product meeting or exceeding the nutritional components and salient characteristics as stated in the commodity description. Further the State seeks products package as noted in the commodity description. The nutritional information is required to be submitted and samples will be required as noted.

**Campylobacter jejuni**- The leading cause of bacterial diarrhea. Contaminates raw chicken and milk. The bacteria are often carried by healthy cattle and by flies on farms.

**Chilled**- product having an internal temperature of greater than 28°F (-2.2°C) and is held under refrigerated storage temperatures which do not exceed 38°F.

**CID**- Commercial Item Description. Product offered must meet or exceed the salient characteristics of the noted CID and, in addition, be compliant with the requests of the State.



**Clostridium botulinum-** Food borne botulism is a severe type of food poisoning that is heat liable. It bears a high mortality rate if not treated quickly. This organism is associated with inadequately processed canned/commercially processed foods.

**Code of Federal Regulations-** a.k.a.--CFR, the codification of general and permanent rules published in the Federal Registrar by the executive departments and agencies of the Federal Government.

**Contaminant-** A physical, chemical or biological substance which is available at a level so high as to have a correlated deleterious effect on human and/or animal and /or the environment's health.

**Country of Origin Labeling- [COOL]-** perishable agricultural commodities labeled to identify the country in which they were produced.

**Dry Storage-** includes non-perishable groceries such as canned goods, dry pastas, rice, condiments, etc.

**E-coli-** Escherichia Coli; bacteria that causes food poisoning [sometimes fatal] in human consumers.

**Fat Guidelines-** As set by the FDA,

Lite or Light; as per 21 CFR § 101.56 (b): If 50% or more of the calories are typically from fat, fat must be reduced by 50% or calories must be reduced by at least 1/3 of the referenced serving amount.

Reduced Fat; as per 21 CFR § 101.62: The terms, "reduced fat," "reduced in fat," "fat reduced," "less fat," "lower fat," or "lower in fat." The food contains at least 25 percent less fat per reference amount customarily consumed than an appropriate reference food

Low Fat; as per 21 CFR § 101.62: The product contains 3 g or less of total fat per 100 g and not more than 30 percent of calories from fat. The food has a reference amount customarily consumed greater than 30 g or greater than 2 tablespoons and contains 3 g or less of fat per reference amount customarily consumed; or the food has a reference amount customarily consumed of 30 g or less or 2 tablespoons or less and contains 3 g or less of fat per reference amount customarily consumed and per 50 g of food.

Fat Free; as per 21 CFR § 101.62: The terms "fat free," "free of fat," "no fat," "zero fat," "without fat," "negligible source of fat," or "dietarily insignificant source of fat" or, in the case of milk products, "skim" may be used on the label or in labeling of foods, provided that the food contains less than 0.5 gram (g) of fat per reference amount customarily consumed and per labeled serving or, in the case of a meal product or main dish product, less than 0.5 g of fat per labeled serving; and the food contains no added ingredient that is a fat or is generally understood by consumers to contain fat unless the listing of the ingredient in the ingredient statement is followed by an asterisk that refers to the statement below the list of ingredients, which states "adds a trivial amount of fat," "adds a negligible amount of fat," or "adds a dietarily insignificant amount of fat;" and the food meets these conditions without the benefit of special processing, alteration, formulation, or reformulation to lower fat content, it is labeled to disclose that fat is not usually present in the food (e.g., "broccoli, a fat free food").

**FDA-** Food and Drug Administration information is available at: <http://www.fda.gov/default.htm>.

**FGIS-** Federal Grain Inspection Service information is available at: <http://www.gipsa.usda.gov>.

**F.O.B.-** Free on Board; the shipment passes from seller to buyer, payment for freight is included in bid price; no freight charges are assessed against buying agency.

**Frozen-** product has an internal temperature of less than 28°F (-2.2°C) and is stored at less than 0°F (-17.8°C).

**Grade-** The sum of the characteristics, including but not limited to the quality and condition of the commodity at the time of grading.

**Groceries: Non-Perishable-** canned goods, individually packaged condiments, spices, etc.

**HAACP-** Hazard Analysis Critical Control Point is a systematic approach to the identification, evaluation, and control of product safety hazards that are a biological, chemical, or physical agent that is reasonably likely to cause illness or injury in the absence of its control. This information is available at: <http://www.cfsan.fda.gov/~lrd/haccp.html>.

**Kosher-** wholesome food conforming to strict Jewish biblical laws pertaining to the type of food that may be eaten as well as the kinds of foods allowed to be combined at one meal. In order to meet kosher standards and receive the kosher seal, the food must be prepared under a rabbi's supervision.

**Lysteria monocytogenes-** found in such foods as milk, cheeses (particularly soft-ripened varieties), ice cream, raw vegetables, fermented raw-meat sausages, raw and cooked poultry, raw meats (all types), and raw and smoked fish. Its can grow at temperatures as low as 3°C.

**Microbial Food Safety Hazards-** Cause contamination of fresh produce and cause illness. May be caused by produce handler's health and hygiene, sanitary condition of field, facility, transportation containers, post-harvest water, fertilizer, manure or other

**NTE-** Not To Exceed, the sodium level, fat content or other salient characteristic as specified.

**Port of Origin-** international shipping terminology. The location in which a good is manufactured or produced. The location at which a shipment is received by a transportation line from the shipper.

**Producer Price Index-** A family of indexes compiled by the Bureau of Labor Statistics. (PPI) Index of commonly produced items, at various stages of processing, that fluctuates and measures price changes from the perspective of the seller. This is an output price index. The PPI homepage is available at <http://www.bls.gov/ppi>. Posted "preliminary figures" will be used to project pricelist revisions every six months for the contract term and any extensions thereof. A brief explanation of how to access this information follows:

**Current (01/08) DATA extraction:**

At the PPI homepage, scroll down to the heading Get detailed PPI Statistics

Select the second bulleted sub-heading Create Customized Tables (one screen)

Choosing the top link: Industry Data .

From the new screen that displays.

i.) Select an Industry such as 311511 Fluid Milk Manufacturing, or Fluid milk and related products, packaged (incl. cartons, bottles, etc.) excl. U.H.T.- PCU 311511 311511 5, etc., as well as

ii.) Select one or more Products that are subcategories of the selected Industry, such as "Fluid milk, whole, packaged , except U.H.T.- PCU 311511 311511 51". Your subcategory selection(s) will pool together the BLS data on file.

You can refine this data further by clicking at the arrow:

More Formatting Options —▶

This will bring you to a new page display ---enabling you to sort out much of the data not needed.

The “Original Data Value” and the “12 Months Percent Change” should be checked off with the **Specify year range** set manually by the bidder/contractor to reflect the months in review. If chosen, graphs can also be displayed.

**QAL** – Quality Assurance Lab at DSS

**Salmonella-** Food-borne bacteria that causes food poisoning in humans.

**Sample-** Samples, when requested: The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid, including, but not limited to the packaging and nutritional labeling representative of the product bid.

**Sodium Guidelines-** As set by the FDA, as per 21 CFR § 101.61:

Sodium Free – less than 5 milligrams of sodium per serving

Very low-sodium – 35 milligrams or less per serving

Low-sodium – 140 milligrams or less per serving

Reduced sodium – usual sodium level for product is reduced by 25%

Unsalted, no salt added or without added salt – made without the salt that is normally added, but product still contains the sodium that is a natural part of the product itself.

The USDA/FDA state that a food that has the claim “healthy”, must not exceed 360 mg of sodium per the referenced serving. “Meal type” products must not exceed 480 mg of sodium per referenced serving.

**Staphylococcus aureus-** can cause food poisoning that is usually rapid and acute. Generally found in foods that are kept at slightly elevated temperatures after preparation (water, milk, poultry, eggs, potato, macaroni, meat, cream filled bakery products, sandwich fillings, etc.).

**USDA-** United States Department of Agriculture. Federal certification/standards for food safety, sanitary conditions, nutrition and research for agricultural technology. Information available at [www.usda.gov](http://www.usda.gov).

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

#### **3.1 GENERAL REQUIREMENTS**

A.) The Bidder(s) bidding on (a) specific zone(s) must serve all present and future using agency locations within that zone. Deliveries shall be made, at minimum, twice per week for the small using agencies and at minimum, three days per week for all other facilities. Bid proposals that take exception to these minimum delivery frequencies or to bringing the contracted fresh dairy items to any delivery location within any zone will not be considered for that entire zone, and award will be made to the next lowest responsible and responsive bidder who agrees to serve all present and future locations within that zone. Zones are as designated in Section 3.3; 3.4; 3.5; and 3.6 below.

B.) All milk crates used during the term of the contract(s) awarded as a result of this RFP are on temporary loan, and shall remain the property of the contractor and, as such, must be returned to the contractor in a timely manner. The contractor shall pick up all milk crates, at the next delivery.

C.) Milk crates must not be used by the using agency for its own purposes either in the handling or shipping of other products or in any other way.

### **3.1.1 PRODUCT PROCESSING**

All products herein this RFP shall be manufactured in a clean, sanitary environment in accordance with Title 21 CFR Part 110 – Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food.

Milk must be homogenized and pasteurized.

All fluid milk/dairy products shall be pasteurized at a temperature of not less than 72°C (161°F) for a period of time of not less than 15 seconds or at a temperature of not less than 63°C (145°F) for a period of time of not less than 30 minutes in properly designed and operated equipment or for a time and at a temperature equivalent thereto for microbial destruction. If fluid milk products contain added sweeteners, the specified temperature shall be increased by 2.8°C (5°F). Pasteurization shall be in accordance with general provisions 21 CFR § 131.3. The fluid milk products shall be homogenized.

### **3.2 VENDORS' TRANSPORT REQUIREMENTS**

All products offered by the bidder as meeting the specification requirements and contracted as a result of this solicitation, must arrive at the Using Agency/ program in pristine packaging and delivery containers with the product(s) delivered in excellent condition. The production facility/processing facilities, storage/warehouse and contractor's distribution fleet vehicles (or designated delivery service/delivery containers) shall be free from any unsanitary condition caused by the presence of harmful microorganisms, Specified Risk Materials or chemical residues, or filth that could adulterate, cross contaminate and diminish the quality of the products.

#### **3.2.1 TEMPERATURE CONTROL**

Product temperature FOR EACH LINE ITEM shall be transported in a climate-controlled transportation container regulated to keep the item(s) in good condition, to maintain freshness, quality, shelf life and nutritional value and in accordance with the current US Department of Agriculture and/or US Food and Drug Administration (FDA) food code guidelines and food handling practices during all stages of processing, distribution and storage. If a refrigerated vehicle is used to transport the products, the refrigeration system condensation shall not come in contact with the products.

Deliveries are to be made as requested by individual locations. Milk and other dairy products must be transferred from a refrigerated facility directly into a refrigerated truck that maintains a temperature **not-to-exceed 37° (degrees) Fahrenheit**. All milk and related dairy products must arrive chilled to the point of delivery, held/stored chilled and transferred into the refrigeration units of the using agencies, at a temperature **not to exceed 37° (degrees) Fahrenheit** and not frozen (to diminish its salient characteristics), in accordance with Federal (FDA) guidelines. Any milk or milk product that fails to meet all Federal and commercial standards of quality, will be rejected by the using agency and, must be replaced within a timeframe suitable to the using agency; or at minimum, the contractor shall credit the ordering agency for the lost product(s). Failure to service any agency as requested will result in the filing of formal complaints.

*The finding of any evidence of deterioration: due to mishandling, freezing, or elevated heat or from lack of controls during storage, distribution, transport, delivery or holding resulting in cross contamination including contamination from non-processed products during storage, distribution*

or transport and delivery shall be unacceptable and shall be sufficient cause for the refusal by the Using Agency of the flawed/damaged product.

### **3.3 STATE USING AGENCIES: SITES AND SERVICE REQUIREMENTS**

Delivery frequency for the products specified within this RFP and the attached price lines, shall be based upon the arrangement made between each Using Agency and the Contractor assigned a contract for Zone. Delivery frequency per facility each week shall be at minimum, but not limited to, two deliveries for small programs and more frequent deliveries for larger programs.

The contractor shall supply the using agencies with fresh dairy products within three (3) days after receipt of order. Delivery times proposed by the bidder which are greater than 3 days A.R.O. shall result in rejection of the bid proposal. Due to the nature of the products described and solicited in this RFP, timely and frequent deliveries of the contracted products are essential. In addition, due to the nature and special needs of the State's facilities, delivery dates and times will vary from agency to agency. The contractor shall meet the needs of all the agencies, no exceptions. Failure to do so will be cause for cancellation of orders. Should an agency need to obtain the contracted dairy goods elsewhere, on an emergency basis, the contractor may be required to "make whole" the using agency's financial outlay and be held liable for any differences the using agency pays above the contracted price.

If the contractor approaches the Using Agency to "double up" on their order in anticipation of an intermittent delivery schedule due to a holiday closing or weather severity, it shall be the contractor's responsibility to credit the ordering agency for lost product(s) when the estimated pro-rated need exceeds the actual agency usage.

Invoices for product must be provided to Using/Receiving Agency at time of delivery.

*Below in Sections 3.4, 3.5 and 3.6 is a sampling of State locations within each Zone along with delivery scheduling information from those using agencies that have provided the Purchase Bureau with their preference(s) in advance.*

Contractor carrier personnel shall be subject to and shall comply with all security regulations and procedures for all prisons and hospitals. This may include body and vehicle searches for contraband.

**AS A GENERAL RULE:** Contractors must notify prisons twenty-four (24) hours prior to delivery. Failure to provide this advance notification may cause rejection of the delivery at the contractor's expense.

Vendor is contracted and authorized to deliver to only those agencies within the zone(s) for which they specifically have been awarded.

#### **Geographic Zones (by county)**

<b><i>North</i></b>	<b><i>Central</i></b>	<b><i>South</i></b>
<b><i>Price Lines 00001 - 00046</i></b>	<b><i>Price Lines 00047 - 000100</i></b>	<b><i>Price Lines 00101 - 00162</i></b>
Bergen	Burlington*	Atlantic
Essex	Hunterdon	Camden
Hudson	Mercer	Cape May
Morris	Middlesex	Cumberland
Passaic	Monmouth	Gloucester
Sussex	Ocean*	Salem
Union	Somerset	
Warren		

**\*It is important to note that the following agencies, although physically located in Central Zone counties will be part of the South Zone, due to their proximity to the South Zone:**

Pinelands Residential Community Home, 3016 Route 563, Chatsworth, NJ 08019  
Ocean Residential Community Home, Game Farm Road, Forked River, NJ 08731  
New Lisbon Developmental Center, PO Box 130, Route 72, New Lisbon, NJ 08064

### **3.4 NORTH ZONE STATE AGENCIES**

Listed below is a sampling of the participating State agencies, the counties and the number of consumers (#) in each facility within the North Zone.

As per **Line Item #00001** through **Line Item #00040** on the bidders' price sheet:

#### **North Zone Delivery Points**

<b>State Agency &amp; County Located In</b>	<b>Population Count/#</b>	<b>Facility Address City, State, Zip Code</b>	<b>Phone Number</b>	<b>Fax Number</b>
<b>Camp Marcella; NJ State Camp for Blind Children</b> Morris County	80 Jun-Aug	27 Durham Road Rockaway 07866	973-627-1996 973-648-3126	973-648-7364
<b>Greystone Park Psychiatric Hospital</b> Morris County	646	Koch Av (#59— <u>New facility</u> ) Morris Plains, NJ 07950 Off Koch Rd*** (Between W. Hanover Ave & Old Dover Rd)	973-538-1800 EXT 4309	973-538-1053
<b>North Jersey Development Center</b> Passaic County	445	Minnisink Rd Totowa, NJ 07511	973-256-1700 EXT 2339	973-256-7651
<b>Cedar Grove Residential Center</b> Essex County	30	240 Grove Avenue Cedar Grove, NJ 07009	201-857-0200	
<b>Veterans Memorial Home</b> <b>PARAMUS</b> /Bergen County	336	1 Veterans Drive Paramus, NJ 07653-0608	201-634-8200	201-967-8658
<b>Northern State Prison</b> Essex County	2648	168 Frontage Road Newark, NJ 07114	973-465-0068	973-274-9113
<b>Warren Residential Community Home</b> Warren County	34	509 Brass Castle Rd Oxford, NJ 07863	908-453-2032	908-453-4234
<b>Essex Residential Community Home</b> Essex County	30	461-63 Central Av Newark, NJ 07107	973-648-7078	973-648-6133
<b>Green Residential Community Home</b> Passaic County	32	1311 Sloatsburg Rd Ringwood, NJ 07456	973-962-4693 Ext: 27	973-962-4525
<b>Elizabeth Day Program</b> Union County	40	208 Commerce Pl Elizabeth, NJ 07201	908-965-2640	908-292-9743
<b>Liberty Park Hudson Day Program</b> Hudson County		30-32 Central Av. Jersey City, NJ 07206	201-217-7135	201-217-7238

**\*\*\*Greystone Park Psychiatric Hospital's new facility is slated to open for residential treatment on or about March 15, 2008. The awarded contractor must be flexible to the delivery needs and to the relocation of the foodservice operation during the program's transition from its existing facilities to its new facility.**

Deliveries to Elizabeth Day Program require 24 hour notice and is available week days 9 AM -12 Noon at the front entrance/elevator.

Deliveries to the Essex Residential Community Home dock require 24 hour notification and are available on Tuesdays from 8AM – 10 AM.

Deliveries to the Green Residential Community Home require 24 hour notification and are available from 6 AM until 1 PM through the kitchen entrance abutting the driveway.

Deliveries to the Liberty Hudson Day Program require 24 hour notification and are available weekdays 9 AM – 3 PM.

Deliveries to the Voorhees Residential Community Home are available on Wednesday at the front porch boardwalk.

Deliveries to the Warren Residential Community Home are available on Wednesday/Thursday and must be unloaded in the driveway. Enter from driveway through the kitchen entrance.

### **3.5 CENTRAL ZONE STATE AGENCIES**

Listed below is a sampling of the participating State agencies, the counties and the number of consumers (#) in each facility within the Central Zone.

As per **Line Item #00041** through **Line Item #00088** on the bidders' price sheet:

#### **Central Zone Delivery Points**

<b>State Agency &amp; County Located In</b>	<b>#</b>	<b>Facility Address</b>	<b>Phone Number</b>	<b>Fax Number</b>
<b>Arthur Brisbane Child Treatment Center</b> Monmouth County	30	Allaire Rd Farmingdale, NJ 07727	908-938-5061	908-938-9202
<b>Green Brook Regional Center</b> Somerset County	123	275 Greenbrook Road Green Brook, NJ 08812	732-968-6000	732-968-0373
<b>Hunterdon Developmental Center</b> Hunterdon County	637	40 Pittstown Rd Clinton, NJ 08809-4003	908-735-4031	
<b>New Lisbon Developmental Center</b> Burlington County	708	Route 72 New Lisbon, NJ 08064	609-726-1000 EXT 4139/4140	609-726-1159
<b>Trenton Psychiatric Hospital</b> Mercer County	317	Sullivan Way West Trenton, NJ 08628	609-633-1619	609-396-5701
<b>Forensic - Part of Trenton Psychiatric</b> Mercer County	129	Sullivan Way West Trenton, NJ 08628	609-633-1619	609-396-5701
<b>J. Kohn Rehabilitation Center &amp; Irving J. Kruger Residence</b> Middlesex County	24 +	130 Livingston Av New Brunswick 08901	732-937-6363	732-247-6628
<b>Katzenbach School for the Deaf</b> Mercer County	230	320 Sullivan Way West Trenton, NJ 08628	609-530-3117	609-530-5791
<b>Ewing Residential Center</b> Mercer County	30	1610 Stuyvesant Avenue Trenton, NJ 08618	609-530-3350	
<b>A.C. Wagner Youth Correctional</b> Burlington County	1331	Ward Av. Bordentown, NJ 08505	609-298-0500	609-298-2172
<b>Edna Mahan Correctional Facility for Women</b> , Hunterdon County	1112	30 County Route 513 Clinton, NJ 08809	908-735-7111	908-735-5473

<b>Voorhees Residential Community Home</b> Hunterdon County	27	201 Route 513 Glen Gardner, NJ 08826	908-638-4677	908-638-4670
<b>G.W. Hagedorn Psychiatric Hospital</b> Hunterdon County	181	200 Sanitorium Rd Glen Gardner, NJ 08826	908-537-2141 EXT 2224	908-537-3149
<b>Garden State Youth Correctional Facility</b> Burlington County	1674	Highbridge Road Yardville, NJ 08620	609-298-6300	609-324-9460
<b>Mid-State Correctional Facility</b> Burlington County	638	Range Road Wrightstown, NJ 08562	609-723-4221	609-723-1091
<b>Mountain View Youth Correctional Facility</b> Hunterdon County	1250	31 Petticoat Lane Annandale, NJ 08801	908-638-6191	908-638-9881
<b>New Jersey State Prison</b> Mercer County	1955	3rd and Federal Streets Trenton, NJ 08625	609-292-9700	609-777-8366
<b>Stabilization &amp; Reintegration Program</b> Burlington County	116	Route 72 New Lisbon, NJ 08064	609-726-0804	609-726-0896
<b>Albert Elias Residential Community Home, Mercer County</b>	20	188 Lindbergh Rd Hopewell, NJ 08525	609-466-0740	609-466-4612
<b>D.O.V.E.S. Residential Community Home</b> Burlington County	12	307 Burlington St. Bordentown, NJ 08505	609-324-3617	609-324-0955
<b>Capitol Transitional Program</b> Mercer County	24	1212 Edgewood Av. Trenton, NJ 08618	609-777-3292	609-777-2974
<b>Fresh Start Residential Community Home</b> Monmouth County	28	4240 Atlantic Av; Farmingdale, NJ 07727	732-938-2500	732-938-4678
<b>Ocean Residential Community Home</b> Monmouth County	30	Game Farm Road Forked River, NJ 08731	609-693-5498	609-693-1854
<b>Valentine Residential Community Home</b> Burlington County	30	307 Burlington St Bordentown, NJ 08505	609-324-3617	609-324-0955
<b>Johnstone Campus</b> Burlington County	290	307 Burlington St Bordentown, NJ 08505	609-324-6102	609-324-3221
<b>Monmouth Day Program</b> Monmouth County	16	114 Hwy 33 Manalapan, NJ 07726	732-577-8509	732-577-1647
<b>NJ Training School for Boys</b> Middlesex County	300	State Home Rd, Box 500 Monroe Twp, NJ 08831	732-521-0030 Ext.: 243	732-521-1738
<b>East Jersey State Prison</b> Middlesex County	1928	U.S. Rt 1/ Rahway Av Rahway, NJ 07065	732-499-5010	732-499-2078
<b>Woodbridge Developmental Center</b> Middlesex County	613	Rahway Avenue Woodbridge, NJ 07095	732-815-4880	
<b>Woodbridge Developmental Child Diagnostic Center, Middlesex County</b>	35	15 Paddock St Avenel, NJ 07001	732-499-5050	732-815-4874
<b>Adult Diagnostic Center</b> Middlesex County	679	8 Production Way Avenel, NJ 07001	732-574-2250	732-396-8214
<b>Veterans Memorial Home</b> <b>MENLO PARK</b> /Middlesex County	332	132 Evergreen Road Edison, NJ 08818-3013	732-452-4100	732-603-3016
<b>Central Reception &amp; Assignment Facility</b> Mercer County		721 Bear Tavern Rd Trenton, NJ 07628	609-530-2758	609-530-2756



Deliveries to the Marie H. Katzenbach School for the Deaf are available Monday through Friday morning. This facility hosts year-round daytime and residential educational programs (Mondays through Fridays) with a limited number of facility closings. Information regarding the school calendar or closings due to inclement weather can be accessed via the web at: <http://www.mksd.org/>.

Deliveries to State Prison in Trenton must be made between 8:00 A.M. – 11:00 A.M. and 1:00 P.M. – 3:00 P.M. Custodial requirements demand adherence to this schedule.

Deliveries will be accepted at the receiving bay on the Third Street side, Trenton. The empty vehicle cannot exceed 11 feet high and the maximum width must not exceed 10 feet 4 inches.

Deliveries to Albert Elias Residential Community Home require 24 hour notification and are available Monday/Friday from 7 AM until 12 Noon through the right side entrance.

Deliveries to Fresh Start Residential Community Home require 24 hour notification and are available Tuesday, Wednesday and Thursday before 2 PM through the back door off of the kitchen.

Deliveries to Johnstone Campus require 24 hour notification and are available 7 AM until 3:30 PM.

Deliveries to Monmouth Day Program require 24 hour notification and are available on Thursday from 9 AM until 11 AM through the rear kitchen entrance.

Deliveries to New Jersey Training School for Boys require 24 hour notification and are available on weekdays. Directions to the secure facility are obtained at the gate entrance.

### **3.6 SOUTH ZONE STATE AGENCIES**

Listed below is a sampling of the participating State agencies, the counties and the number of consumers (#) in each facility within the South Zone.

As per **Line Item #00089** through **Line Item #00140** on the bidders' price sheet:

#### **Southern Zone Delivery Points**

<b>State Agency &amp; County Located In</b>	<b>#</b>	<b>Facility Address</b>	<b>Phone Number</b>	<b>Fax Number</b>
<b>Ancora Psychiatric Hospital</b> Camden County	619	202 Spring Garden Rd Ancora, NJ 08037-9699	609 561-1700	609 567-7397
<b>Vineland Developmental Center</b> Cumberland County	658 + 58 Spec pop	1676 East Landis Av Vineland, NJ 08360	609-696-6000 609-696-6155 609-696-6154	609-696-6056
<b>Woodbine Developmental Center</b> Cape May County	587	1175 DeHirsh Av Woodbine, NJ 08270	609-861-2164	609-861-0081
<b>Vineland Residential Center</b> Cumberland County	30	2000 Maple Avenue Vineland, NJ 08360	609-696-6115	609-696-6620
<b>Veterans Memorial Home</b> <b>VINELAND</b> , Cumberland County	280	524 North West Blvd Vineland, NJ 08360- 2895	856-405-4200	856-696-6885
<b>Bayside State Prison</b> Cumberland County	2304	4293 Route 77 Leesburg, NJ 08327	856-785-0040	856-785-0377

<b>Riverfront State Prison</b> Camden County	1009	Delaware Av. & Elm St. Camden, NJ 08101	856-225-5700	856-225-5731
<b>Southern State Correctional Facility</b> Cumberland County	1946	4295 Route 47 Delmont, NJ 08314	856-785-1300	856-785-0396
<b>Camden Residential Community Home</b> Camden County	50	555 Atlantic Ave Camden, NJ 08103	856-614-2303	856-614-2670
<b>Campus Program</b> Camden County	40	508 Lakeland Rd Blackwood, NJ 08012	856-227-0960	856-228-4208
<b>Manor Woods Residential Community Home</b> , Atlantic County	24	RR #20 Mays Landing, NJ 08330	609-625-1842	609-625-8630
<b>Pinelands Residential Community Home</b> Burlington County	18	3016 Route 563 Chatsworth, NJ 08019	609-518-3080	609-726-9678
<b>Atlantic Youth Center (Harborfields)</b> Atlantic County	34	800 A Buffalo Av Egg Harbor, NJ 08215	609-965-5200	609-965-7962
<b>Costello Prep</b> Camden County	40	800 Carranza Rd Tabernacle, NJ 08088	609-268-1424	609-268-6527

Deliveries to Riverfront State Prison must be made between 8:30 A.M. and 11:30 A.M. Custodial requirements demand adherence to this schedule. The receiving bay can only accommodate vehicles up to 13 feet high. Nothing above that height shall be accepted at Riverfront State Prison.

Deliveries to Atlantic Youth Center are available on Friday from 5 AM until 8 PM through the loading dock.

Deliveries to Costello Prep require 24 hour notification and are available weekdays.

Deliveries to Pinelands Residential Community Home require 24 – 48 hour notification and are available Monday, Thursday and Friday between 7 AM – 3:30 PM through the back porch door or dock.

### **3.7 PRODUCT QUALITY**

#### **3.7.1 GENERAL**

All products offered as meeting the specification requirements must arrive at the Using Agency in pristine packaging and delivery containers with the product(s) delivered in excellent condition. All items must be dated for freshness. Any products that are outdated or dated so that they cannot be consumed within a reasonable time frame will be rejected by the using agency. The contractor may be held liable for any price differences incurred as the result of an emergency purchase that the using agency must make to maintain an uninterrupted supply of vital food products

All milk and milk products shall be Grade A and shall meet or exceed the salient characteristics of the varieties solicited as prescribed within these CIDs recently retrievable at;  
<http://www.ams.usda.gov/fqa/ciddair.htm> :

A-A-20253	Cream Cheese, Neufchatel Cheese, and Related Products
A-A-20251	Cream, Eggnog, Half-and-Half, and Sour Cream
A-A-20338	Milks, Fluid (Fortified with Vitamin A & Vitamin D)
A-A-20154A	Cottage Cheese

Yogurt and Related Products shall meet or exceed the salient characteristics of the AMS “*USDA Specifications for Yogurt, Nonfat Yogurt and Lowfat Yogurt*”, effective January 19, 2001 et. seq. recently retrievable via: [www.ams.usda.gov/dairy/yogurt\\_spec.pdf](http://www.ams.usda.gov/dairy/yogurt_spec.pdf). Sugar-free yogurt, various flavors: sweetened with non-nutritive sweetener (Splenda or NutraSweet) are also sought in this RFP.

Butter shall meet or exceed the salient characteristics of at minimum, Grade A as prescribed within the AMS “*United States Standards for Grades of Butter*”, effective August 31, 1989 et seq. Recently retrievable via: [www.ams.usda.gov/standards/Butter.pdf](http://www.ams.usda.gov/standards/Butter.pdf).

### **3.7.2 MANUFACTURER’S/DISTRIBUTOR’S NOTES**

The Manufacturer’s/distributor’s products *shall meet or exceed* the requirements of the requested

- a.) Salient characteristics
- b.) Manufacturer’s/distributor’s product assurance
- c.) Regulatory requirements
- d.) Quality assurance provisions
- e.) Packaging requirements

Commodity substitution [packaging, variety, size, etc.] outside of the terms of this RFP may result in:

- a.) the removal of the substituted product by the contract awarded vendor(s),
- b.) product replaced with the appropriate commodity by primary vendor within 24 hours or
- c.) replacement by the secondary or an alternate vendor if necessary and
- d.) all additional costs for product substitution incurred by the contracted vendor(s).

Rejection of product shall require:

- a.) the removal of the substituted product by the contract awarded vendor(s),
- b.) product replaced with the appropriate commodity by primary vendor within 24 hours or
- c.) replacement by an alternate vendor if necessary and
- d.) all additional costs for product substitution incurred by the contracted vendor(s) and
- e.) a credit issued to the receiving agency for the rejected product.

### **3.7.3 NUTRITIONAL INFORMATION**

**Nutritional Information** for all line items for which they submit offers on, within their proposals and for all items delivered, shall be clearly marked on the plastic jugs/packages/waxboard cartons/labels of all products.

*Monosodiumglutamate is not permissible as an ingredient in any product sought in this RFP.*

Periodically within the term of the contract, when the Using Agency deems necessary, the vendor may be required to submit nutritional data for any product they supply as a result of a contract award. Upon the State and/or Using Agency’s request, the Vendor shall have five (5) business days in which to provide requested nutritional data.

## **3.8 STANDARDIZED PACKAGING REQUIREMENTS**

### **3.8.1 PACKAGING OBLIGATIONS**

The contractor will assure that packaging and packing materials used for the term of this contract shall comply with FSIS regulations.

Freshness date shall be clearly marked on all packaging.

Packaging shall:

- A) protect the taste, aroma, visual and other palatable properties measured by the senses and other quality characteristics of the product;
- B) protect the product against microbiological and other contamination;
- C) protect the product from dehydration and, where appropriate, leakage as far as technologically practical; and
- D) not pass on to the product any odor, taste, color or other foreign characteristics throughout the processing (where applicable) and distribution of the product up to the time of receipt into the Using Agencies' facilities
- E) be preferably color coded or graphic-designed to easily distinguish between varieties and flavors.

### **3.8.2 PACKING REQUIREMENTS**

Packing containers, other than the milk crates shall be constructed of recyclable materials wherever feasible and where shipment within the recyclable container does not diminish the quality or sanitary requirements of the product.

Each shipping container shall be labeled legibly to show:

- A) Name of product contained
- B) Item number
- C) Product number
- D) Net weight
- E) Plant number
- F) Name, address and date packed (month, day, year)
- G) FROZEN products shall be marked "Store at 0° F or Below.
- H) CHILLED products shall be marked "Keep Under Refrigeration".
- I) USDA Grade Quality Shields, Grade Marks or Statements, i.e., "Packed under continuous inspection of the U.S. Dept. of Agriculture"
- J) **Expiration or "best by/use by" date** clearly marked: Month-Day-Year
- K) Country of Origin Label is required.

### **3.9 QUALITY CONTROL & CONTAMINANTS**

The manufacturer and distributor of products shall be responsible for compliance with 21CFR Ch. 1 Part 100 General, 21CFR Ch. 1 Part 101 Food Labeling, 21CFR Ch. 1 Part 104 Nutritional quality guidelines, 21CFR Ch. 1 Part 105 Foods for special dietary use, 21CFR Ch. 1 Part 110 Current good manufacturing practices, 21CFR Ch. 1 Parts 120 regarding Hazard Analysis and Critical Control Point (HACCP) systems-quality controls, 21CFR Ch. 1 Part 130 Food standards: General, 21 CFR Ch 1 Part 131 Milk and Cream, 21 CFR Chapter 133 Cheeses and related products, 21CFR Ch. 1 Part 163 Cacao products, 21CFR Ch. 1 Part 170 through 21CFR Ch. 1 Part 189 Additives and ingredients; The Food and Drug Act of 1906, the Federal Food, Drug and Cosmetic Act [FD&C ACT] of 1938; the Food Additive Amendment of 1958 and Color Additive Amendments of 1960, the Orphan Drug Act of 1983; the Nutrition Labeling and Education Act (NLEA) of 1990; and all other applicable guidelines as determined by the USDA FDA/CFSAN (Center for Food Safety and Applied Nutrition), etc.

Should biological, chemical or environmental contaminants be found (in products purchased under the contract(s) resulting from this RFP), that may be deleterious to human health, the product affected shall be removed, with re-imbursement and/or replacement by the Contractor.

### **3.9.1 SOURCING OF RAW MATERIALS & INGREDIENTS**

The State may require certification regarding the purity of raw materials, products and/or components (insecticides, pesticides, growth agents, wrappers, containers, packaging, preservative, fungicide or protective application/solution/dip/spray). The Director may require certification from the Contractor (a bona fide officer of the company) along with documentation that food-grade or safe-for-human levels have not been exceeded; therefore, the raw materials, ingredients, concentrations, etc. used during the growth, harvesting, packaging, production, processing, preservation, storage and/or transportation of these products, and the residues of these materials comply with U.S. federal guidelines, HACCP protocols, FDA approvals, EPA guidelines, etc. as applicable, and that no industrial-grade ingredients, preservatives, fungicides, coatings, or hazardous metals etc., were utilized in/on the products or packaging.

### **3.9.2 FOOD BORNE PATHOGEN/AGENT NOTIFICATION**

When tested by appropriate methods of sampling and examination, the products:

- Shall be free from microorganisms in amounts which may represent a hazard to health;
- Shall be free from parasites which may represent a hazard to health; and
- Shall not contain any substance originating from microorganisms in amounts which may represent a hazard to health.

The contractor is required to immediately contact and advise the receiving agency(ies) of any, [and forward all ] national, state, or local Health Department, Food Safety and Inspection Service/ USDA /FDA food borne pathogen/agent advisories, Class I and/or Class II recalls or Center for Disease Control (CDC) alerts [as they become aware of them] relating to products they (have) provide(d) for the term of the contract :

*(for example, but not limited to: Campylobacter jejuni, E-coli, Salmonella, Vibrio, Lysteria monocytogenes, Calcivirus, Cryptosporidium, Bovine Spongiform Encephalopathy, etc.,)*

### **3.10 PROOF OF DELIVERY**

The contractor is required to obtain proof of delivery signed by an authorized employee of the each of the receiving unit, when the contractor delivers to that receiving unit or using agency.

### **3.11 SECOND YEAR (YEAR-TWO) CONTRACT PRICING**

The State will permit contractor(s) to submit revised unit pricing for **pricing Lines 00001 – 00140** which will be reviewed by the State for applicability for the second year of the contract period. The revised unit pricing for each contract line/brand/item awarded must be received by the Purchase Bureau no later must be received by the Purchase Bureau no later than two calendar months prior to the first anniversary of the initial contract, for consideration. (Presumably the first anniversary will be April 1, 2009. So the revised pricing must be provided, no later than February 1, 2009)

Any price increase submission received after this deadline/date will not be accepted. Failure to submit revised net price list/pricing constitutes the bidder offering and accepting the net price list/pricing from year one.

Until authorized by the State of New Jersey, the contractor must continue to accept orders for the second year of the contract based on the contractor's prices originally submitted for the first year of the contract. Every attempt will be made to review the revised pricing in a timely manner. The State will not permit retro-active increases.

Price adjustment requests that reflect price increases above the US Government reported Producer Price Index- for "Fluid milk and related products, packaged (incl. cartons, bottles, etc.) excl. U.H.T.- PCU 311511 311511 5", with the base being December 2007 shall not be authorized. *(Should there be a delay in the initial Contract schedule, please note that the base is relative to the anniversary date of initial contract. For example, the base of December is for April 1- 15 approval; the base of January is for an May 1 approval).* The current access to this PPI information is described in Section 2.2 of the RFP.

Revised pricing shall not exceed the calculated twelve month percent change (preliminary), the base month is December 2007 *(relative to the anniversary date of the initial contract as explained above).*

Approved second year pricing will take effect for orders placed on or after April 1, 2009 (or the anniversary date of the initial contract, whichever is later).

NOTE: The calculations of price adjustments shall always use the latest version of the PPI data published as of the date specified for such calculations. If the PPI data for the most recent month is not available, the PPI data for the immediately preceding month, or whichever is the most recent month that has published data, shall be used for the basis for adjustment calculations.

### **3.12 THIRD YEAR (YEAR-THREE) CONTRACT PRICING**

The State will permit contractor(s) to submit revised unit pricing for **pricing Lines 00001 – 00140** which will be reviewed by the State for applicability for the second year of the contract period. The revised unit pricing for each contract line/brand/item awarded must be received by the Purchase Bureau no later than two calendar months prior to the second anniversary of the initial contract, for consideration. *(Presumably the second anniversary will be April 1, 2010. So the revised pricing must be provided, no later than February 1, 2010)*

Any price increase submission received after this deadline/date will not be accepted. Failure to submit revised net price list/pricing constitutes the bidder offering and accepting the net price list/pricing from year one.

Until authorized by the State of New Jersey, the contractor must continue to accept orders for the second year of the contract based on the contractor's prices originally submitted for the first year of the contract. Every attempt will be made to review the revised pricing in a timely manner. The State will not permit retro-active increases.

Price adjustment requests that reflect price increases above the US Government reported Producer Price Index- for "Fluid milk and related products, packaged (incl. cartons, bottles, etc.) excl. U.H.T.- PCU 311511 311511 5", with the base being December 2008 shall not be authorized. *(Should there be a delay in the initial Contract schedule, please note that the base is relative to the anniversary date of initial contract. For example, the base of December is for April 1- 15 approval; the base of January is for an May 1 approval).* The current access to this PPI information is described in Section 2.2 of the RFP.

Revised pricing shall not exceed the calculated twelve month percent change (preliminary); the base month is December 2008 *(relative to the anniversary date of the initial contract as explained above).*

Approved third year pricing will take effect for orders placed on or after April 1, 2010 (or the anniversary date of the initial contract, whichever is later).

NOTE: The calculations of price adjustments shall always use the latest version of the PPI data published as of the date specified for such calculations. If the PPI data for the most recent month is not available, the PPI data for the immediately preceding month, or whichever is the most recent month that has published data, shall be used for the basis for adjustment calculations.

### **3.13 “PRICING REVIEW” SUBMISSION SUMMARY TABLE**

<b>Contract begins</b>	<b>PPI Base Month</b>	<b>RFP Contract Pricing</b>	<b>Received by State no later than 2:00 P.M. EST</b>	<b>Approved Revised Price effective, on or after</b>
<b>04/01/2008</b>	12/2007	Section 3.8 2 <sup>nd</sup> Year	February 1, 2009	April 1, 2009
	12/2008	Section 3.9 3 <sup>rd</sup> Year	February 1, 2010	April 1, 2010
If contract award is delayed until late March and starts on April 15, 2008:				
<b>04/15/2008</b> (alt. start)	12/2007	Section 3.8 2 <sup>nd</sup> Year	February 1, 2009	April 15, 2009 as applicable to the original anniversary
	12/2008	Section 3.9 3 <sup>rd</sup> Year	February 1, 2010	April 15, 2010 as applicable to the original anniversary

#### **3.13.1 CALCULATION EXAMPLES FOR PRICING REVIEW & ADJUSTMENT REQUESTS**

FOR EXAMPLE a case of 12 yogurts (or price per pound) as applicable and as denoted on price lines:

Most recent index measurement at time of calculation <i>(divided by index at time base price was set)</i>	108.8 (P)-preliminary
PPI Base Month <i>(equals)</i>	107.6
Difference/increase in PPI measurement (2 decimals) <i>(multiply by)</i>	001.01
The Original Base Price/(Original price submitted) <i>(equals)</i>	\$5.56 per case of 12
Adjusted price <u>maximum</u> to be submitted for review (to the Purchase Bureau for approval).	\$5.6156 per case of 12

#### **3.13.2 CALCULATIONS & ADJUSTMENT REQUESTS FOR CONTRACT EXTENSIONS**

This same methodology will be applied to any extension of the contracts. Should the Contractor agree to an extension of the original contract term, the Contractor may provide their revised net pricing submission to the Purchase Bureau. The submission shall be provided by facsimile to 609-292-1114 or by mail up until 2:00 PM (Daylight Savings Time) on the thirty-fourth month anniversary date† of the contract’s initialization. Approved pricing revisions shall begin on or after the twenty-fourth month anniversary date (of the start of contract), which should fall approximately two months after the contractor submits their pricing revision, († this pricing revision process is available to the Contractor for each twelve-month term of any contract extension, as long as the Contractor submits the proposed pricing revisions within the regularly spaced timeline as exemplified in Section 3.11 through 3.13.2 of this RFP.)

### **3.14 PRODUCER PRICE INDEX: PRODUCT CHART**

<b>PPI Industry Data Series ID</b>	<b>PPI Product</b>
<b>PCU 311511 311511 51</b>	Fluid Milk, whole, packaged, except U.H.T.
<b>PCU 311511 311511 52</b>	Fluid Milk, low fat, packaged, except U.H.T (includes chocolate milk, 2% & 1% milkfat)
<b>PCU 311511 311511 53</b>	Fluid Milk, skim, packaged, except U.H.T (includes nonfat)
<b>PCU 311511 311511 54</b>	Other Fluid Milk related products, incl. cartons, cans, and dispenser cans (i.e.—aerosol whipped cream, sour cream, light cream, heavy cream, ½ & ½, and creamers, lactose reduced milk or lactose free milk)
<b>PCU 311511 311511 5117</b>	Cottage Cheese (all types)
<b>PCU 311511 311511 511A</b>	Yogurt, except frozen
<b>PCU 311512 311512 0</b>	Creamery Butter manufacturing
<b>PCU 311513 311513 1</b>	Natural Cheese (cheddar, swiss, *Italian, brick, <b>cream</b> , grated, dried, etc.) excluding cottage. <b>*Includes ricotta</b>

### **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

#### **4.1 GENERAL**

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

#### **4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/08x39915.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

#### **4.3 NUMBER OF BID PROPOSAL COPIES**

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **one (1) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in



producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

#### **4.4 BID PROPOSAL CONTENT**

##### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL**

###### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39915.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

###### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39915.shtml>.

###### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39915.shtml>.

##### **4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL**

###### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE**

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39915.shtml>.

#### **4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.**

##### **4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39915.shtml>.

##### **4.4.3.2 AFFIRMATIVE ACTION**

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39915.shtml>.

#### **4.4.4 SUBMITTALS**

##### **4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS**

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39915.shtml>.

##### **4.4.4.2 SAMPLES/SAMPLE TESTING**

The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples **for pricing lines 00001 to 00140** for evaluation and testing purposes are to be made available at no charge and delivered to the State, at the bidder's expense. The bidder must, within **five (5)** working days following a request from the State, submit bid samples to the State. Bid samples will not be returned. The state will conduct laboratory tests to assure that the bid samples submitted **for pricing lines 00001 to 00140** conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP **for pricing lines 00001 to 00140**. The testing results of the State are final.

#### **4.4.5 FINANCIAL CAPABILITY OF THE BIDDER**

Upon request, in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and

other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

#### **4.4.6 PRICING**

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive.

Each bidder is required to hold its prices firm for a period of **90 days**. Every effort will be made to award the contract prior to the time period set forth above. However, upon the Director's request and by mutual consent, the State and the lowest first responsible Bidder and/or second lowest responsible Bidder and/or third lowest responsible Bidder may agree to extend the time the State may make an award.

#### **4.4.7 COOPERATIVE PURCHASING**

The bidder should complete the attached Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners.

#### **4.4.8 METHOD OF BIDDING/PRICE SHEETING INSTRUCTION**

Bidders shall provide prices in dollars and/or cents. Bidders shall provide a single price for each item they shall provide under contract. Award shall be made by zone grouping. Products are grouped by geographic zone. Grouping lines are as indicated on the price sheet. Therefore, the bidder should provide pricing for all items listed on the price sheet for a geographical zone, however, failure to provide pricing for any one or more of the key products in the consumption model referenced in section 6.1.1 of this RFP specification will result in rejection of the bid proposal for the affected geographical zone.

The bidder must bid according to the units of measure indicated on the pricing sheets and supply all requested information related to packaging and weights. Failure to bid according to the units of measure indicated or to supply the information required on the pricing sheet may result in the rejection of the bid proposal for the affected geographical zone, if a price per ounce cannot be determined for one or more of the key consumption model products. **The quantities under the "quantity column" are shown as one (1), so the bidder's price should reflect the cost of one unit shown under the "unit" column.** Pricing for evaluation purposes will be made on the lowest cost per ounce for line items when necessary.

Prices shall be FIRM/FIXED and subject to no additional mark-up during the term of this contract. Escalation clauses for product, services, freight, handling, fuel, etc., are not acceptable.

Application for Producer Price Index adjustments shall be limited to the instructions prescribed in Sections 2.2, 3.11 – 3.13.2 and the product chart found in Section 3.14 of this RFP.

To determine whether bids offered have under-priced one item in favor of price elevations of other items, price comparison will be based upon a market basket (consumption model). Additional information regarding the price evaluation is referenced in Section 6.1.1. **The market basket will be made available after receipt of sealed bids, at the bid opening.**

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39915.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of **three (3) years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39915.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)**, one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **60** days beyond the expiration date of the contract.

### **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

## **5.5 CONTRACTOR'S WARRANTY**

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

## **5.6 ITEMS ORDERED AND DELIVERED**

The **Using Agencies** are authorized to order and **contractors** are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agencies reveal that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

## **5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

## **5.8 MANUFACTURING/PACKAGING REQUIREMENTS**

5.8.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the

commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

## **5.9 CLAIMS**

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

## **5.10 CONTRACT ACTIVITY REPORT**

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39915.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

## **5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT**

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and

employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

## **6.0 PROPOSAL EVALUATION**

### **6.1 EVALUATION CRITERIA**

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.1.1 Price- For purposes of determining cost, the Purchase Bureau will be utilizing a consumption model identifying several key products, within the North, South and the Central Zones). The consumption model will be made available at the public bid opening. Information will not be available prior to the public bid opening.

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.1.4 The bidder's stated delivery time A.R.O.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any

way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 BID DISCREPANCIES**

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

### **7.0 CONTRACT AWARD**

#### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

##### **7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

##### **7.1.1.1 DEFINITIONS**

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any



political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

#### **7.1.1.2 BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

#### **7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS**

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

#### **7.1.1.4 STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

#### **7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **7.2 FINAL CONTRACT AWARD**

Contract award[s] shall be made with reasonable promptness for each zone (North, Central and South) by written notice to the responsible bidder(s), whose bid proposal(s), conforming to this RFP, is (are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

#### **7.3 INSURANCE CERTIFICATES**

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

#### **8.0 CONTRACT ADMINISTRATION**

##### **8.1 CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

##### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

**Appendix 3.11**

**Second-Year (Year-Two) Contract pricing for 08-X-39915: Fresh Dairy Products  
Various Zones; Multi Year- Tied to the Producer Price Index.**

Revised net pricing submissions shall be provided to the Purchase Bureau by facsimile to 609-292-1114 or by mail up until 2:00 PM (Daylight Savings Time) on the tenth month anniversary day. All submissions received by fax or mail after 2:00 p.m. (Daylight Savings Time) this tenth month anniversary date will not be accepted. (For example, if the start date of the term contract is April 1, 2008, then the tenth month anniversary shall be February 1, 2009.) Failure to submit revised net pricing within this set time frame shall constitute the bidder offering and accepting and continuing the net pricing from their contract for the first year.

FOR EXAMPLE (Case of Aerosol Whipped Cream):

Most recent index measurement at time of calculation <i>(divided by index at time base price was set)</i>	108.8 (P)
PPI Base Month <i>(equals)</i>	107.6
Difference/increase in PPI measurement (2 decimals) <i>(multiply by)</i>	001.01
The Original Base Price/(Original price submitted) <i>(equals)</i>	\$33.75 each case
Adjusted price <u>maximum</u> * to be submitted for review (to the Purchase Bureau for approval). <u>*In dollars and/or cents only- four decimal maximum</u>	\$34.0875 each case

**COMPLETE BELOW AND FAX to (609) 292-1114 OR MAIL to State of NJ Treasury,  
Purchase Bureau, Food & Clothing Unit, 33 West State St. PO Box 230, Trenton, NJ 08625**  
COMMODITY CODE: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_ CONTRACTOR NAME: \_\_\_\_\_

i) Most recent index measurement at time of calculation <i>(divided by index at time base price was set)</i>	i) _____
ii) PPI Base Month <i>(equals)</i>	ii) _____
iii) Difference/increase in PPI measurement (2 decimals) <i>(multiply by)</i>	iii) _____
iv) The Original Base Price/(Original price submitted) <i>(equals)</i>	iv) \$ _____
v) Adjusted price <u>maximum</u> * to be submitted for review (to the Purchase Bureau for approval).	v) \$ _____

**\*In dollars and cents only**

*The price above (v) reflects the revised price I am submitting for approval to the Purchase Bureau:*

\_\_\_\_\_  
Name and Title of Representative Submitting Price Revision Request

\_\_\_\_\_  
Date of Submission

\_\_\_\_\_  
Contact Phone Number

**Appendix 3.12****Third-Year (Year-Three) Contract pricing for 08-X-39915: Fresh Dairy Products Various Zones; Multi Year- Tied to the Producer Price Index.**

Revised net pricing submissions shall be provided to the Purchase Bureau by facsimile to 609-292-1114 or by mail up until 2:00 PM (Daylight Savings Time) on the twenty-second tenth month anniversary day. All submissions received by fax or mail after 2:00 p.m. (Daylight Savings Time) this tenth month anniversary date will not be accepted. (For example, if the start date of the term contract is April 1, 2008, then the tenth month anniversary shall be February 1, 2010.) Failure to submit revised net pricing within this set time frame shall constitute the bidder offering and accepting and continuing the net pricing from their contract for the second year.

FOR EXAMPLE (Case of Aerosol Whipped Cream):

Most recent index measurement at time of calculation (divided by index at time base price was set)	108.8 (P)
PPI Base Month (equals)	107.6
Difference/increase in PPI measurement (2 decimals) (multiply by)	001.01
The Original Base Price/(Original price submitted) (equals)	\$33.75 each case
Adjusted price <u>maximum</u> * to be submitted for review (to the Purchase Bureau for approval). <u>*In dollars and/or cents only- four decimal maximum</u>	\$34.0875 each case

**COMPLETE BELOW AND FAX to (609) 292-1114 OR MAIL to State of NJ Treasury, Purchase Bureau, Food & Clothing Unit, 33 West State St. PO Box 230, Trenton, NJ 08625**  
COMMODITY CODE: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_ CONTRACTOR NAME: \_\_\_\_\_

- |  |              |
|--|--------------|
| i) Most recent index measurement at time of calculation<br>(divided by index at time base price was set) | i) _____     |
| ii) PPI Base Month<br>(equals)   | ii) _____    |
| iii) Difference/increase in PPI measurement (2 decimals)<br>(multiply by)                                | iii) _____   |
| iv) The Original Base Price/(Original price submitted)<br>(equals)                                       | iv) \$ _____ |
| v) Adjusted price <u>maximum</u> * to be submitted for review<br>(to the Purchase Bureau for approval).  | v) \$ _____  |

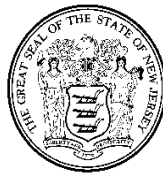
**\*In dollars and cents only**

The price above (v) reflects the revised price I am submitting for approval to the Purchase Bureau:

\_\_\_\_\_  
Name and Title of Representative Submitting Price Revision Request

\_\_\_\_\_  
Date of Submission

\_\_\_\_\_  
Contact Phone Number



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
Governor

R DAVID ROUSSEAU  
Acting State Treasurer

January 31, 2008

To: All Interested Bidders

**Re: RFP # 08-X-39915**  
**Fresh Dairy Products- Delivery Zones**  
**Multi Year-Tied to the Producer Price Index**  
Bid Due Date: **February 15, 2008** (2:00 p.m.)

## **ADDENDUM 01**

The following constitutes Addendum #01 to the above referenced solicitation.  
This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

## **PART 1**

### **Fresh Dairy Products- Delivery Zones Multi Year-Tied to the Producer Price Index RFP # 08-X-39915**

#### **Answers to Questions**

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1	10	<u>Cited from</u> <u>RFP Text:</u> <b>2.2 CONTRACT</b> <b>SPECIFIC</b> <b>DEFINITIONS</b>	How does the contractor raise prices during the 3 year term of this contract taking into consideration prices for milk, feed and fuel costs?	<b><i>Utilize the Producer Price Index as instructed.</i></b> <b>Producer Price Index-</b> A family of indexes compiled by the Bureau of Labor Statistics. (PPI) Index of commonly produced items, at various stages of processing, that fluctuates and measures price changes from the perspective of the seller. This is an output price index. The PPI homepage is available at <a href="http://www.bls.gov/ppi">http://www.bls.gov/ppi</a> . Posted "preliminary figures" will be used to project pricelist revisions at fixed intervals, (i.e., every six months, every 12 months, two months prior to the anniversary, etc., as provided within Section 3.0 of

#	Page #	RFP Section Reference	Question	Answer
	21	<u>AND</u> <u>Excerpts As Cited from RFP Text</u>  <u>3.11 Second Year (Year-Two) Contract Pricing</u>  <u>AND</u>		<p>the RFP), for the contract term and any extensions thereof.</p> <p>The State will permit contractor(s) to submit revised unit pricing for <b>pricing Lines 00001 – 00140</b> which will be reviewed by the State for applicability for the second year of the contract period. The revised unit pricing for each contract line/brand/item awarded must be received by the Purchase Bureau no later than two calendar months prior to the first anniversary of the initial contract, for consideration. (Presumably the first anniversary will be April 1, 2009. So the revised pricing must be provided, no later than February 1, 2009)</p>
	22	<u>3.12 THIRD YEAR (YEAR-THREE) CONTRACT PRICING</u>  <u>AND</u>		<p>➤</p> <p>The State will permit contractor(s) to submit revised unit pricing for <b>pricing Lines 00001 – 00140</b> which will be reviewed by the State for applicability for the second year of the contract period. The revised unit pricing for each contract line/brand/item awarded must be received by the Purchase Bureau no later than two calendar months prior to the second anniversary of the initial contract, for consideration. (Presumably the second anniversary will be April 1, 2010. So the revised pricing must be provided, no later than February 1, 2010)</p>
	23	<u>3.13.2 CALCULATIONS &amp; ADJUSTMENT REQUESTS FOR CONTRACT EXTENSIONS</u>  <u>AND</u>		<p>➤</p> <p>This same methodology will be applied to any extension of the contracts. Should the Contractor agree to an extension of the original contract term, the Contractor may provide their revised net pricing submission to the Purchase Bureau. The submission shall be provided by facsimile to 609-292-1114 or by mail up until 2:00 PM (Daylight Savings Time) on the thirty-fourth month anniversary date† of the contract's initialization. Approved pricing revisions shall begin on or after the twenty-fourth month anniversary date (of the start of contract), which should fall approximately two months after the contractor submits their pricing revision, († this pricing revision process is available to the Contractor for each twelve-month term of any contract extension, as long as the Contractor submits the proposed pricing revisions within the regularly spaced timeline as exemplified in Section 3.11 through 3.13.2 of this RFP.)</p>
	27	<u>4.4.8 METHOD OF BIDDING/PRICE SHEETING INSTRUCTION</u>		<p>➤</p> <p>Bidders shall provided prices in dollars and/or cents. Bidders shall provide a single price for each item they shall provide under contract. Award shall be made by zone grouping. Products are grouped by geographic zone. Grouping lines are as indicated on the price sheet. Therefore, the bidder <u>should</u> provide pricing for all items listed on the price sheet for a geographical zone, however, failure to provide pricing for any one or more of the key products in the</p>

#	Page #	RFP Section Reference	Question	Answer
				<p>consumption model referenced in section 6.1.1 of this RFP specification will result in rejection of the bid proposal for the affected geographical zone.</p> <p>The bidder must bid according to the units of measure indicated on the pricing sheets and supply all requested information related to packaging and weights. Failure to bid according to the units of measure indicated or to supply the information required on the pricing sheet may result in the rejection of the bid proposal for the affected geographical zone, if a price per ounce cannot be determined for one or more of the key consumption model products. <b>The quantities under the “quantity column” are shown as one (1), so the bidder’s price should reflect the cost of one unit shown under the “unit” column.</b> Pricing for evaluation purposes will be made on the lowest cost per ounce for line items when necessary.</p> <p>Prices shall be FIRM/FIXED and subject to no additional mark-up during the term of this contract. Escalation clauses for product, services, freight, handling, fuel, etc., are not acceptable. Application for Producer Price Index adjustments shall be limited to the instructions prescribed in Sections 2.2, 3.11 – 3.13.2 and the product chart found in Section 3.14 of this RFP.</p>
2	13 - 18	<p><u>As per RFP Text Sections</u></p> <p><u>3.3 STATE USING AGENCIES: SITES AND SERVICE REQUIREMENT</u></p> <p><u>AND</u></p> <p><u>3.4 NORTH ZONE STATE AGENCIES</u></p> <p><u>AND</u></p> <p><u>3.5 CENTRAL ZONE STATE AGENCIES</u></p> <p><u>AND</u></p> <p><u>3.6 SOUTH ZONE STATE AGENCIES</u></p>	Exactly where is the facility for the delivery or is there more than one place?	<p><b>There are multiple State Using Agencies for delivery, GROUPED into THREE independent ZONES, North Central and South,</b> requiring delivery throughout the State of New Jersey.</p> <p>A sampling of the State using agency locations, <u>too numerous to reiterate</u> within this Addendum 01, are found within the RFP in the referenced sections 3.3 through 3.6 and are also grouped by zones on the price sheets.</p>

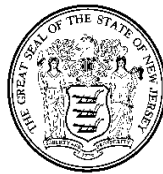


## PART 2

### Fresh Dairy Products- Delivery Zones Multi Year-Tied to the Producer Price Index RFP # 08-X-39915

#### Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	10	<u>2.2 Contract Specific Definitions</u>	<p><b>Clarification, as indicated below:</b></p> <p><b>Contract Specific Definitions</b>  <i>To be added as indicated:</i>  <b>Producer Price Index-</b> A family of indexes compiled by the Bureau of Labor Statistics. (PPI) Index of commonly produced items, at various stages of processing, that fluctuates and measures price changes from the perspective of the seller. This is an output price index. The PPI homepage is available at <a href="http://www.bls.gov/ppi">http://www.bls.gov/ppi</a>. Posted "preliminary figures" will be used to project pricelist revisions <u>at fixed intervals, (i.e., every six months, every 12 months, two months prior to the anniversary, etc., as provided within Section 3.0 of the RFP),</u> for the contract term and any extensions thereof. A brief explanation of how to access this information follows:</p>
2	22	<u>3.12 THIRD YEAR (YEAR-THREE) CONTRACT PRICING</u>	<p><b>Correction, as indicated below:</b></p> <p><b>Deletion:</b> Any price increase submission received after this deadline/date will not be accepted. Failure to submit revised net price list/pricing constitutes the bidder offering and accepting the net price list/pricing from year <b>one</b>.</p> <p><b>Addition:</b> Any price increase submission received after this deadline/date will not be accepted. Failure to submit revised net price list/pricing constitutes the bidder offering and accepting the net price list/pricing from year <b>two</b>.</p>
3	37	<u>Appendix 3.12</u>	<p><b>Correction, as indicated below:</b></p> <p><b>Deletion:</b> <b>tenth</b> month anniversary shall be February 1, 2010.</p> <p><b>Addition:</b> <b>twenty-second</b> month anniversary shall be February 1, 2010.</p>



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
Governor

R. DAVID ROUSSEAU  
Acting State Treasurer

February 6, 2008

To: All Interested Bidders

**Re: RFP # 08-X-39915**  
**Fresh Dairy Products- Delivery Zones**  
**Multi Year-Tied to the Producer Price Index**  
Bid Due Date: **February 15, 2008** (2:00 p.m.)

## **ADDENDUM 02**

The following constitutes Addendum #02 to the above referenced solicitation.  
This addendum consists of: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

**Fresh Dairy Products- Delivery Zones**  
**Multi Year-Tied to the Producer Price Index**  
**RFP # 08-X-39915**

### **Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	14-18	<b><u>3.4 NORTH ZONE</u></b> <b><u>AND</u></b> <b><u>3.5 CENTRAL ZONE</u></b> <b><u>AND</u></b> <b><u>3.6 SOUTH ZONE</u></b>	<b>Additional delivery site information for the North, South and Central Zones as indicated below (pages 1 through 3 of this addendum):</b>

### **3.4 NORTH ZONE**

Bergen County	Morris County	Union County
Essex County	Passaic County	Warren County
Hudson County	Sussex County	

Listed below is a sample of the **DEPARTMENT OF CHILDREN & FAMILIES**  
State Using Agencies that may be interested in utilizing the contract for this zone:

State Agency & County	Facility Address	Phone Number	Fax Number
<b>Dept of Children &amp; Families</b> <b>Regional School</b> Essex County Campus	395-397 No. 5 <sup>th</sup> St Newark, NJ 07101	973-648-4333	973-648-4254
<b>Independence High School</b> Essex County	15 Smalley Terrace Irvington, NJ 07111	973-372-4473	973-372-3324

<b>Dept of Children &amp; Families Regional School</b> Bergen County Campus	374 E. Ridgewood Ave. Paramus, NJ 07652	201-261-6231	201-261-2180
<b>Dept of Children &amp; Families Regional School</b> Hudson County Campus	40 Millridge Rd Secaucus, NJ	201-865-4913	201-865-9434
<b>Dept of Children &amp; Families Regional School</b> Morris County Campus	15 Jean St. Morristown, NJ 07960	973-631-6410	973-631-6415
<b>Dept of Children &amp; Families Regional School</b> Passaic County Campus	160 Minnisink Rd. Totowa, NJ 07512	973-256-3337	973-256-7431
<b>Dept of Children &amp; Families Regional School Wanaque Campus—Passaic County</b>	1433 Ringwood Ave. Haskell, NJ 07420	973-839-1909	973-839-3889
<b>Dept of Children &amp; Families Regional School</b> Union County Campus	1524 Terrill Rd. Scotch Plains, NJ 07076	908-322-1641	908-322-9455
<b>Dept of Children &amp; Families Regional School</b> Warren County Campus	540 Rt. 57E Port Murray, NJ 07865	908-689-4650	908-689-1017

### **3.5 CENTRAL ZONE**

Burlington County	Middlesex County	Ocean County
Hunterdon County	Monmouth County	Somerset County
Mercer County		

Listed below is a sample of the **DEPARTMENT OF CHILDREN & FAMILIES** State Using Agencies that may be interested in utilizing the contract for this zone:

<b>Dept of Children &amp; Families Regional School</b> Burlington County Campus	704 Woodlane Rd. Mt. Holly, NJ 08060	609-267-7595	609-267-1931
<b>Capital Academy –Lumberton Campus</b> Burlington County	20 Pioneer Blvd. Mount Holly, NJ 08060	609-953-5608	609-953-2416
<b>Klemmer House</b> Burlington County	20 Pioneer Blvd. Mount Holly, NJ 08060	609-261-5600	609-949-7429
<b>Dept of Children &amp; Families Regional School</b> Mercer County Campus	1600 Stuyvesant Ave. Trenton, NJ 08618	609-530-4242	609-530-3393
<b>Youth Services Center</b> Mercer County	6 Esther Ave. Trenton, NJ 08619	609-530-4142	609-530-4277
<b>Ann Klein Forensic Center</b> Mercer County	Stuyvesant Ave. West Trenton , NJ 08628	609-633-0883	609-633-2817
<b>Dept of Children &amp; Families Regional School</b> Middlesex County Campus	1377 Rahway Ave. Avenel, NJ 07001	732-499-5035	732-499-0294
<b>Dept of Children &amp; Families Regional School</b> Monmouth County Campus	1076 Wayside Rd Ocean, NJ 07712	732-493-4470	732-493-0944
<b>Dept of Children &amp; Families Regional School</b> Somerset County Campus	1600 Brooks Blvd. Hillsborough, NJ 08844	908-704-3060	908-704-3067
<b>Dept of Children &amp; Families Regional School</b> Ocean County Campus	1141 Old Freehold Rd. Toms River, NJ 08753	732-505-4182	732-349-0210

### 3.6 SOUTH ZONE

Atlantic County	Cape May County	Gloucester County
Camden County	Cumberland County	Salem County

Listed below is a sample of the **DEPARTMENT OF CHILDREN & FAMILIES** State Using Agencies that may be interested in utilizing the contract for this zone:

<b>(KIT) Kids in Transition, Excel, Insight</b> Camden Virtua Hospital Camden County	1000 Atlantic Ave. Camden, NJ 08104	856-541-9212	856-541-5546
<b>Dept of Children &amp; Families Regional School</b> Camden County Campus	210 Evesham Rd. Cherry Hill, NJ 08003	856-696-6830	856-696-6520
<b>Stabilization &amp; Reintegration Program</b> Burlington County (Developmental Center may order for program)	Route 72 New Lisbon, NJ 08064	609-726-0804	609-726-0896
<b>Vision Quest</b> Burlington County	108 Route 72 New Lisbon, NJ 08064	609-894-4856	
<b>Dept of Children &amp; Families Regional School</b> Atlantic County Campus	2562 Tinton Rd. Egg HarborTwp. NJ 08234	609-645-6748	609-645-3773
<b>Dept of Children &amp; Families Regional School</b> Cape May County Campus	131 Crest Haven Rd. Cape May, NJ 08210	609-463-4870	609-465-4104
<b>Dept of Children &amp; Families Regional School</b> Cumberland County Campus	928 West Sherman Av. Vineland, NJ 08360	856-696-6830	856-696-6520
<b>Dept of Children &amp; Families Regional School</b> Gloucester County Campus	842 Glassboro Rd. Williamstown, NJ 08094	856-629-2400	856-728-5039

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
2	15-17	<b><u>3.5 CENTRAL ZONE</u></b> <b><u>AND</u></b> <b><u>3.6 SOUTH ZONE</u></b>	<b>Correction, (Zone Re-assignment) as indicated below:</b>  <b>Deletion: From South Zone</b> —Costello Prep  <b>Addition: To Central Zone</b> —Costello Prep

**\*It is important to note that the following agency, although physically located in South Zone counties will be part of the Central Zone, due to their proximity to the Central Zone:**

### JUVENILE JUSTICE COMMISSION

<b>Costello Prep Residential Community Home,</b> formerly the <b>Life Skills &amp; Leadership Academy</b> Camden County	40	800 Carranza Rd Tabernacle, NJ 08088	609-268-1424	609-268-6527
--	----	---	--------------	--------------